Todd R. G. Hill
119 Vine Street
Belton, TX 76513
+1 [661] 899-8899
toddryangregoryhill@gmail.com
In Propria Persona

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA

WESTERN DIVISION

TODD R. G. HILL, et al,

Plaintiffs

vs.

THE BOARD OF DIRECTORS, OFFICERS AND AGENTS AND INDIVIDUALS OF THE PEOPLES COLLEGE OF LAW, et al.,

Defendants.

CIVIL ACTION NO. 2:23-cv-01298-JLS-BFM

The Hon. Josephine L. Staton
Courtroom 8A, 8th Floor

Magistrate Judge Brianna Fuller Mircheff
Courtroom 780, 7th Floor

PLAINTIFF'S OPPOSITION TO DEFENDANT'S MOTION TO DISMISS THE FOURTH AMENDED COMPLAINT

NO ORAL ARGUMENT REQUESTED

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PLAINTIFF'S OPPOSITION TO DEFENDANT'S MOTION TO DISMISS THE FOURTH AMENDED COMPLAINT

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

Plaintiff Todd R. G. Hill respectfully submits this opposition to Docket 270, the Motion to Dismiss filed by Haight Brown & Bonesteel LLP on behalf of the remaining PCL Defendants. The motion is meritless. It mischaracterizes alleged defects, the procedural record, misapplies the Federal Rules, and improperly seeks dismissal with prejudice despite Plaintiff's material compliance with both the Court's March 27, 2025 Order (Dkt. 248) and the liberal standards governing pro se pleadings.

It should be denied.

MEMORANDUM OF POINTS AND AUTHORITIES

I. DEFENDANTS' MOTION SHOULD BE STRICKEN FOR FAILURE TO COMPLY WITH LOCAL RULE 7-3

Haight's Motion opens with a misleading narrative about Local Rule 7-3. Plaintiff clearly attempted to engage in meaningful meet and confer proceedings.

Defendants' own declaration, submitted by Mr. Kirwin, undermines their current position by acknowledging that in prior meet and confer efforts (August 29–September 3, 2024), counsel for Haight provided a "detailed outline" in response to Plaintiff's request for the legal grounds, factual basis, and relief sought. While there was disagreement at that time regarding whether the outline was sufficiently detailed, the act of providing it demonstrates that both Mr. Kirwin and Ms. Jamshidi previously understood Plaintiff's request as **reasonable** and consistent with the purpose of Local Rule 7-3. In contrast, in the present instance, Defendants offered no such detail — not even the

general legal grounds until after Plaintiff requested additional information — and declined to engage meaningfully beyond two vague emails. This change in approach confirms that **Defendants chose not to confer prior to the Court's ruling clarifying its expectations**, not that Plaintiff refused to do so. The record reflects a deviation from prior practice, not a procedural breakdown attributable to Plaintiff.

A. PLAINTIFF'S REQUEST FOR CLARIFICATION WAS CONSISTENT WITH THE PURPOSE OF THE RULE

Defendants' characterization of Plaintiff's Local Rule 7-3 conduct is not only inaccurate, it is intentionally misleading. Plaintiff did not "decline" to meet and confer; rather, Plaintiff **requested written clarification of the legal grounds, factual basis, and relief sought** in advance of a telephonic discussion, in keeping with the stated purpose of Local Rule 7-3: to facilitate **meaningful, issue-narrowing dialogue** and potentially avoid unnecessary motion practice. This request is neither obstructionist nor novel. Notably, on **September 6, 2024**, Plaintiff filed a **Proposed Third Amended Complaint** under a Fed. R. Civ. Pro. Rule 15 motion that addressed the issues Defendants previously identified in a meet and confer, demonstrating both good faith and procedural responsiveness. If Defendants were truly interested in narrowing the issues, they would have welcomed the opportunity to preview and explain their positions in writing.

Courts have recognized that pre-call written summaries are often essential for pro se parties to prepare. See *Tatum v. Schwartz*, No. 2:06-cv-01440-MCE-KJM, 2007 WL 419463, at *1 (E.D. Cal. Feb. 5, 2007) ("Given Plaintiff's pro se status, the court finds it appropriate that the defendant should have clarified its position in writing so that plaintiff could adequately prepare."); see also *Jones v. City of Los Angeles*, 2013 WL 12323210, at *2 (C.D. Cal. Aug. 5, 2013) (noting that meaningful

meet and confer cannot occur without clear identification of legal grounds and relief sought and that it is it is difficult to imagine how this can occur without the moving party first providing the opposing party with a clear explanation of the grounds and relief sought.). Defendants refused.

B. DEFENDANTS' REFUSAL TO ENGAGE SUBSTANTIVELY WAS PROCEDURAL GAMESMANSHIP

Notably, Haight's initial email failed to indicate the purpose of the meet and confer and it was only after Plaintiff requested additional information that they supplied the meeting topic. Here, Haight provided no additional information, refused to do so and made no attempt to re-engage after the Court's ruling in Docket 267.

Defendants' Motion repeatedly and improperly reframes legal strategy as bad faith conduct. Plaintiff's April 7, 2025 correspondence (Dkt. 264) did not "refuse" to meet and confer under Local Rule 7-3. Plaintiff invoked the Rule's plain purpose in order to avoid unnecessary motion practice. Such a request is not obstruction; it is precisely what Local Rule 7-3 was designed to facilitate.

Defendants label Plaintiff's request for legal clarity as "obstructionist," yet their refusal to provide even a basic summary of the contemplated legal grounds suggests a deliberate effort to avoid meaningful engagement under Local Rule 7-3. In this context, Defendants' accusation appears less a good-faith assessment of Plaintiff's conduct than a projection of their own unwillingness to confer substantively. (See Docket 199.)

As interpreted in *Carmax Auto Superstores Cal. LLC v. Hernandez*, 94 F. Supp. 3d 1078, 1084 (C.D. Cal. 2015), the rule is designed to encourage meaningful dialogue to narrow issues and avoid unnecessary motion practice. Defendant's documented refusal to identify the legal grounds, factual

basis, or relief sought made it impossible for Plaintiff to respond meaningfully or consider potential stipulations. This was not a procedural oversight; it was a calculated maneuver. The refusal confirms that Defendant never intended to narrow the issues, seeking instead to preserve ambiguity in order to manufacture an appearance of legal gravitas around what is, in substance, a procedurally defective and facially meritless motion. Such conduct frustrates the orderly administration of justice and demonstrates a pattern of strategic evasion inconsistent with Rule 11 and L.R. 7-3 obligations.

C. THE RECORD REFLECTS PLAINTIFF'S GOOD FAITH, PROCEDURAL CONSISTENCY AND SUPPORT IN PRECEDENT

Notably, as referenced above, on September 6, 2024, Plaintiff filed a Proposed Third Amended Complaint under a Fed. R. Civ. Pro. Rule 15 motion that addressed the issues Defendants previously identified in a meet and confer where information was provided, demonstrating both good faith and procedural responsiveness. Plaintiff has consistently conferred in good faith where opposing counsel has provided the required context. Defendants' claim that Plaintiff employs a "tactic" to avoid meet-and-confer obligations is unsupported by any citation to record or pattern of conduct. It is a conclusory narrative designed to excuse Defendants' own procedural noncompliance.

As courts have consistently held, including in *Rodriguez v. Barrita, Inc.*, No. C 09-04057 RS, 2014 WL 1778894, at *6 (N.D. Cal. May 5, 2014), "meaningful meet and confer efforts require that the moving party identify the specific issues, arguments, and relief to be sought, and that the responding party have a fair opportunity to address them," a standard that fully supports Plaintiff's request for written clarification prior to a telephonic conference.

Thus, Defendants' motion should be **stricken in its entirety for failure to comply with Local Rule 7-3**, which requires meaningful and substantive engagement prior to filing. Defendants' refusal

to articulate constitutes a deliberate avoidance of the Rule's purpose. Their conduct was not a mere procedural oversight, but a tactical maneuver designed to preserve ambiguity until filing, in violation of both the letter and spirit of L.R. 7-3. Alternatively, should the Court reach the merits, Plaintiff respectfully requests that the Court **take judicial notice of this procedural misconduct**, which forms part of a broader pattern of evasive litigation behavior by Defendants and may warrant future remedial or disciplinary action under Rule 11 or the Court's inherent powers.

II. PLAINTIFF'S FAC COMPLIES WITH RULE 8

Defendants' renewed reliance on Rule 8 is a procedurally improper and analytically disingenuous attempt to reintroduce already litigated arguments.

On March 27, 2025, the Court entered an Order (Dkt. 248) explicitly granting Plaintiff leave to amend his RICO and state-law causes of action, finding substantial compliance with Rule 8. The Fourth Amended Complaint (FAC) does precisely that: it removes claims barred by prior rulings and restructures the remaining counts with improved clarity, defined terms, and specific factual allegations. Defendants' attempt to reassert blanket "shotgun pleading" accusations ignore this Court's instruction and attempts to relitigate issues that were already adjudicated. Rule 8 is not a license to "sandbag" amended complaints simply because they are detailed. Defendants' failure to engage with the amended structure, and their reliance on boilerplate objections, suggests not confusion, but strategic evasion.

A. THE FAC DOES NOT VIOLATE RULE 8 MERELY BECAUSE IT IS DETAILED

Rule 8 does not impose arbitrary page or paragraph limits. The Ninth Circuit has consistently rejected dismissal under Rule 8 where the complaint, even if lengthy, provides **coherent, structured, and factually grounded** allegations. See *Hearns v. San Bernardino Police Dep't*, 530 F.3d 1124,

1132 (9th Cir. 2008) ("A complaint that is verbose, conclusory and confusing may be dismissed under Rule 8, but verbosity alone is not fatal").

The FAC clearly demarcates each cause of action, identifies the actors involved, and uses defined terms applied consistently throughout. Cross-references are appropriately used to avoid unnecessary repetition and comply with Rule 10(c).

B. PARAGRAPH INCORPORATION IS PERMISSIBLE AND STRATEGIC, NOT IMPROPER

Incorporation by reference is a **standard and permitted practice**. See Fed. R. Civ. P. 10(c) ("A statement in a pleading may be adopted by reference elsewhere in the same pleading…").

The FAC identifies which paragraphs relate to which RICO elements (e.g., predicate acts, pattern, continuity), and defines them using specific paragraph citations (e.g., ¶¶ 33–84 for predicate acts). That is a **targeted, not indiscriminate** incorporation.

Notably, Defendants fail to cite a single paragraph where the FAC confuses, obscures, or merges claims in a manner that impairs their ability to respond. Instead, they rely on the assertion that they are "left to guess" who is being sued — despite the fact that each cause of action expressly names responsible parties and references specific factual allegations. Legal disagreement with Plaintiff's theory of liability is not a substitute for actual ambiguity.

Defendants cite *Hearns*, but the complaint in *Hearns* was over 81 pages with disconnected legal theories and hundreds of unrelated facts. Here, the facts flow logically from PCL's administrative collapse and misrepresentations and are tied clearly to the four claims.

Defendants assert that the FAC is "verbose" and "confusing," but fail to acknowledge the significant revisions made in response to the Court's March 27 ruling. The FAC is 63 pages, a

reduction from prior versions, and contains four clearly delineated causes of action. It utilizes defined terms and expressly identifies factual predicates supporting each count.

A complaint need not be "short" in the abstract, only sufficiently concise and clear to place Defendants on notice. This FAC does so.

C. DEFINED ROLES AND NAMED INDIVIDUALS PROVIDE ADEQUATE NOTICE UNDER RULE 8

Defendants' arguments regarding confusion are unavailing. Each cause of action in the FAC includes a caption that identifies the specific defendants named in that claim, providing clear notice of who is alleged to be liable. Where certain individuals are referenced both by name and by role (e.g., as members of the "Board of Directors" or "Officers"), any overlap is, at worst, duplicative—not confusing. Federal courts routinely permit such functional pleading where institutional roles are central to the claims. See *Newman v. San Joaquin Delta Cmty. Coll. Dist.*, No. 2:12-cv-01830, 2013 WL 1832776, at *3 (E.D. Cal. May 1, 2013). The FAC draws a direct line between the defined governance structure and the individual actors alleged to have participated in the misconduct. Defendants' attempt to frame that clarity as ambiguity misrepresents both the pleading and the governing standard under Rule 8.

1. "LUMPING" DEFENDANTS IS NOT FATAL WHERE ENTERPRISE OR INSTITUTIONAL LIABILITY IS PLED

Where groups are used (e.g., "The Board of Directors"), the members are named in the preamble and exhibits. Defendants' claimed confusion is strategic, not legitimate.

If Defendants believe that any individual is misidentified, misattributed, or improperly grouped, the appropriate remedy is a Rule 12(e) motion for a more definite statement, not dismissal. Their failure to pursue that option signals that they are not confused, only resistant.

2. ANY ALLEGED AMBIGUITY IS CURABLE AND DOES NOT JUSTIFY DISMISSAL

If any confusion exists, the appropriate remedy is **a motion for a more definite statement under Rule 12(e)**, not dismissal under Rule 8. See *McHenry v. Renne*, 84 F.3d 1172, 1179 (9th Cir. 1996).

The inclusion or omission of a name from the "defined terms" section does not alter the fact that the **causes of action are targeted** and make clear which roles or actors contributed to the alleged harm.

Any ambiguity regarding capacity (individual vs. institutional) is similarly not grounds for dismissal. Courts often resolve this **through discovery** or clarified pleadings. See *Balistreri v. Pacifica Police Dept.*, 901 F.2d 696, 699 (9th Cir. 1990).

III. PLAINTIFF STATES VALID CLAIMS UNDER RULE 12(B)(6)

Under *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009), and *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544, 555–56 (2007), a complaint must allege facts sufficient to render the claim "plausible on its face," not detailed evidence; the FAC meets this standard by alleging specific conduct, roles, and comparators grounded in documents and first-hand knowledge.

A. PLAINTIFF STATES VALID CLAIMS UNDER RICO (18 U.S.C. § 1962(C))

The Ninth Circuit has repeatedly held that an association-in-fact enterprise may consist of a loosely affiliated group pursuing a common goal through coordinated conduct, particularly when the conduct involves administrative authority and financial misrepresentation over time. Plaintiff has identified overlapping actors (e.g., Pena, Gonzalez, Gillens, Spiro) participating in transcript manipulation, recruitment misrepresentation, and Board-level concealment. These acts extended over

years and continued through 2024, meeting both closed- and open-ended continuity standards. The enterprise is distinct from the acts as alleged given the governing apparatus of PCL, operating as an unlawful unit. To dismiss under RICO now would require this Court to prematurely resolve factual disputes that must be developed through discovery.

Defendant's claim that Plaintiff fails to allege harm to business or property and lacks specificity under Rule 9(b). Both assertions are wrong. The FAC alleges economic injury flowing from fraud in the inducement of tuition payments, obstruction of transcript accuracy, and manipulation of bar eligibility—all of which constitute concrete injuries to business or property under *Bridge v. Phoenix Bond & Indemnity Co.*, 553 U.S. 639 (2008).

The FAC further pleads the fraudulent scheme with sufficient particularity. For example, FAC ¶¶ 84, 123, 138, 148, and 149 include and allege:

a. Specific communications (dates, senders, content) where Spiro and others provided false representations or suppressed material facts.

b. Tuition paid under false pretenses.

c. Deprivation of educational value (a quantifiable contractual interest).

d. Admissions and internal inconsistencies in transcript-related correspondence;

e. A pattern of conduct that affected not just Plaintiff, but multiple students.

f. Spiro's personal role in transcript obstruction and financial misrepresentation (supported by emails and State Bar correspondence).

Rule 9(b) requires particularity, not perfection. Where facts are within the exclusive knowledge of defendants, allegations based on available documentation—particularly when reinforced by judicially noticeable materials—satisfy the standard.

Defendant's ignore the doctrine that educational contracts and fraud in the inducement relating to tuition can qualify as property injury under RICO where there's a pattern (see *Bridge v. Phoenix Bond & Indemnity Co.*, 553 U.S. 639 (2008)) and the copious incorporation of specific dates, emails, and institutional actors, particularly in allegations tied to transcript falsification and State Bar concealment, contained within the FAC and culminating with the timeline presented in its Exhibit 10.

1. PCL SERVES AS THE ENTERPRISE, NOT THE DEFENDANT, UNDER RICO § 1962(C)

To the extent Defendants suggest that PCL must be named individually in the caption, Plaintiff notes that the enterprise in this RICO claim is the governing structure of the Peoples College of Law — including its Board, Officers, and Agents — not the entity as such. PCL is not a named RICO defendant for purposes of this cause of action, but rather the vehicle through which the association-in-fact enterprise was operated.

The **named individual defendants** are liable "persons" under § 1962(c). Plaintiff has clearly alleged that PCL, a once-mission-driven institution, was **captured and weaponized** by its fiduciaries to carry out fraud (e.g., falsified transcripts, misrepresentation to regulators, concealment of probation). Thus, the enterprise is the separate and distinct corrupted institutional apparatus.

Under *Cedric Kushner Promotions, Ltd. v. King*, 533 U.S. 158 (2001), and Ninth Circuit cases like *Living Designs, Inc. v. E.I. DuPont de Nemours & Co.*, 431 F.3d 353 (9th Cir. 2005), the Court requires that the **"person" be distinct from the "enterprise"** in § 1962(c) cases.

To the extent Defendants argue that the absence of PCL as a named party in the caption or party-identification section renders the RICO claim defective, Plaintiff notes that any such ambiguity is not jurisdictional, not prejudicial, and certainly not fatal. Courts routinely permit clarification of party designations where the substance of the claim is clear. See, e.g., *Balistreri v. Pacifica Police Dept.*,

901 F.2d 696, 699 (9th Cir. 1990). Moreover, had Defendants meaningfully engaged in a Local Rule 7-3 meet and confer — or requested clarification through a Rule 12(e) motion — the issue could have been resolved without burdening the Court. Plaintiff remains prepared to amend to the extent the Court deems further clarification necessary, but respectfully submits that the FAC, as framed, preserves the statutory distinction between person and enterprise and provides Defendants fair notice of the claims against them.

In the alternative, if the Court determines that clarification is required as to whether PCL is the "person" or the "enterprise," such a determination involves a mixed question of law and fact and is **inappropriate for resolution at the pleading stage**. Courts routinely defer such distinctions until the factual record is developed. See *Living Designs, Inc. v. E.I. DuPont de Nemours & Co.*, 431 F.3d 353, 362 (9th Cir. 2005) (affirming denial of Rule 12(b)(6) motion where "whether DuPont was distinct from the enterprise was a factual issue"). Discovery is necessary to determine whether the alleged enterprise, composed of the governing apparatus and fiduciary actors, was operationally distinct from PCL as a legal person. Plaintiff's pleadings should be construed liberally to allow for either theory of liability to proceed pending discovery.

B. RULE 9(B) COMPLIANCE

The FAC cites dozens of discrete acts of fraud, concealment, and misrepresentation — including **specific individuals and dates**, satisfying Fed. R. Civ. P. 9(b) under *Swartz v. KPMG*, 476 F.3d 756, 764 (9th Cir. 2007).

The claim that the FAC is "everyone did everything" is contradicted by the text. Paragraphs 33–84 outline emails, board decisions, and administrative actions by identified actors. Spiro's

admissions, Peña's transcript interventions, and Gillens' regulatory and other correspondence are all cited.

The RICO enterprise is alleged with structure, continuity, and common purpose — and the defendants are alleged to be part of that apparatus, not individually disconnected actors.

Plaintiff has properly alleged:

i. An **association-in-fact enterprise**, consisting of named individuals acting under color of institutional governance;

ii. A **pattern of racketeering activity**, including repeated predicate acts (e.g., transcript falsification, fraudulent course listings, misrepresentations about accreditation and solvency) spanning multiple years;

iii. Concrete financial loss, including tuition payments made in reliance on false statements, delayed graduation, and injury to future earning capacity;

iv. Continuity, as required by *H.J. Inc.*, through conduct that constituted PCL's ordinary mode of operation.

Haight argues that Plaintiff fails to allege an injury "qualifying as injury to business or property" under RICO, invoking *Canyon County v. Syngenta Seeds*, 519 F.3d 969 (9th Cir. 2008). Spiro, in his separate opposition, has invoked *Chaset v. Fleer/Skybox Int'l*, 300 F.3d 1083 (9th Cir. 2002). Here, Plaintiff does not allege speculative future losses or intangible harms. The FAC pleads concrete, pecuniary injuries that fall well within the scope of civil RICO standing under 18 U.S.C. § 1964(c).

Specifically, Plaintiff alleges:

a. That he paid tuition and associated fees to Peoples College of Law (PCL) under false pretenses regarding academic credit, transcript accuracy, and bar eligibility (FAC ¶¶ 46–58, 123, 131–135);

b. That Spiro and others conspired to suppress corrections to his transcript in a discriminatory manner, despite having corrected others' (¶¶ 148–149, 157–158);

c. That the falsified records and administrative obstruction derailed Plaintiff's licensing pathway, costing him months or years of earning potential in his chosen profession (¶¶ 84, 138–140, 166).

These allegations establish a direct financial injury to Plaintiff's property interest in a completed legal education, professional licensure track, and economic use of his academic credentials. Such injuries are not "speculative" or "intangible." They are quantifiable harms tied to:

1. MONEY PAID UNDER FRAUDULENT INDUCEMENT.

a. Economic losses incurred from the obstruction of Plaintiff's advancement toward licensure;

b. Suppressed credentialing, which undermines Plaintiff's ability to monetize his education or compete professionally.

This distinguishes Plaintiff's case from *Chaset*, where the plaintiffs received what they paid for (trading cards), or *Gelt Funding*, where the claimed injury was merely an increased risk of financial loss. Here, Plaintiff **suffered the loss of both educational investment and professional access** due to the Defendant's documented participation in a racketeering pattern that included fraud, obstruction, and retaliation.

As the Supreme Court confirmed in *Bridge v. Phoenix Bond & Indemnity Co.*, 553 U.S. 639, 647–48 (2008), RICO standing does not require the "strictest formulation of directness," only that the plaintiff's injury was **proximately caused by the predicate acts**. That standard is met here. Plaintiff has alleged a consistent pattern of fraudulent recordkeeping, selective enforcement, and procedural retaliation that directly impaired his ability to convert his education into professional capital. These allegations are not speculative because they are supported by emails, institutional records, regulatory responses, and revoked accreditation.

Accordingly, Plaintiff's RICO claim is properly grounded in qualifying injury to business or property, and the motion should be denied on that basis.

2. NON-SPECULATIVE INJURY TO PROPERTY INTEREST IS EFFECTIVELY PLED

Furthermore, Haight ignores the doctrine that educational contracts and fraud in the inducement relating to tuition can qualify as property injury under RICO where there's a pattern (see *Bridge v. Phoenix Bond & Indemnity Co.*, 553 U.S. 639 (2008)) and the copious incorporation of specific dates, emails, and institutional actors, particularly in allegations tied to transcript falsification and concealment, contained within the FAC and culminating with the timeline presented in its Exhibit 10.

Haight's reliance on *Canyon County* and *Oscar* is misplaced. Those cases involved generalized societal harm or speculative loss. Plaintiff's allegations are particularized and well-supported by internal emails and judicially noticed documents.

C. THE FAC ALLEGES A COMMON PURPOSE, SATISFYING BOYLE'S RICO ENTERPRISE STANDARD

Contrary to Defendants' claim, the FAC explicitly alleges a common purpose among the Board, Officers, and Agents of PCL: namely, to preserve the institutional facade of compliance through coordinated misrepresentation, suppression of records, and fraudulent academic practices. This satisfies the "common purpose" requirement for a RICO enterprise as set forth in *Boyle v. United States*, 556 U.S. 938, 946 (2009), and has been further recognized in Ninth Circuit decisions such as *Odom v. Microsoft Corp.*, 486 F.3d 541, 552 (9th Cir. 2007).

Plaintiff clearly alleges that the defendants acted together to:

"Conceal the noncompliance of PCL with state regulatory requirements; to fraudulently represent that students were receiving valid academic credits and progressing toward licensure eligibility; to suppress internal and external reports of misconduct; and to perpetuate PCL's operation despite regulatory findings to the contrary." (See FAC ¶¶ 33–84, 89–104).

Defendants' reliance on *Odom v. Microsoft Corp.* is misplaced; the FAC alleges precisely what *Odom* and *Boyle* require — a group of associated individuals operating through an ongoing institutional structure with a common purpose to perpetuate academic fraud and conceal regulatory violations.

D. JURISDICTION & VENUE

Federal subject matter jurisdiction is determined at the time the complaint is filed — not retroactively based on whether certain claims survive. See *Grupo Dataflux v. Atlas Global Group, L.P.*, 541 U.S. 567, 570 (2004) ("[J]urisdiction of the court depends upon the state of things at the time of the action brought.").

Defendants appear to advance a strategic effort to eliminate Plaintiff's RICO claim for the sole purpose of undermining subject matter jurisdiction. This attempt is both premature and legally

unsupported. Plaintiff has asserted a federal claim under 18 U.S.C. § 1962(c), properly invoking jurisdiction under 28 U.S.C. § 1331. Even if the Court were to later dismiss the RICO claim on the merits, that would not retroactively defeat jurisdiction. See *Bell v. Hood*, 327 U.S. 678, 682 (1946); *Grupo Dataflux v. Atlas Global Group, L.P.*, 541 U.S. 567, 570 (2004). Accordingly, Defendants' suggestion that the FAC is jurisdictionally defective if the RICO claim is dismissed is both procedurally inaccurate and affirmatively misleading.

While Plaintiff has invoked both federal question and, in the alternative, diversity jurisdiction, the omission of individual defendants' residence information is a technical pleading defect, not a jurisdictional bar. The FAC alleges that all Defendants are subject to this Court's jurisdiction based on their conduct within California and the governance of a California-based institution. If necessary, Plaintiff is prepared to amend the introductory section to identify the state of residence for each defendant, based on publicly available records. However, this issue does not undermine the Court's jurisdiction, which is independently supported by Plaintiff's federal RICO claim under 18 U.S.C. § 1962(c) and 28 U.S.C. § 1331. See *Bell v. Hood*, 327 U.S. 678, 682 (1946). Even if that claim is later dismissed, the Court retains discretion to hear the state law claims under 28 U.S.C. § 1367(a).

To the extent Defendants argue that the FAC is deficient for not stating the residence of each individual defendant, Plaintiff notes that this is a curable omission that does not affect the Court's jurisdiction or the sufficiency of the claims. The FAC clearly alleges that all acts giving rise to the claims occurred in California and that the relevant conduct was undertaken by Defendants in their capacity as officers, directors, or agents of a California-based entity — Peoples College of Law — with its principal location in Los Angeles County. Jurisdiction and venue are properly anchored in these facts. If the Court believes that residence allegations are necessary for further clarity, Plaintiff is prepared to amend the introductory section of the complaint to reflect each defendant's known city or

county of residence based on public bar records, admissions, or available contact information. However, under prevailing standards, this technical omission does not warrant dismissal. See *Levine v. Entrust Grp., Inc.*, No. 12-cv-03959, 2013 WL 2606407, at *3 (N.D. Cal. June 11, 2013) (technical deficiencies that do not affect notice or prejudice are not grounds for dismissal).

E. DEFINED ROLES AND NAMED INDIVIDUALS PROVIDE ADEQUATE NOTICE UNDER RULE 8

The Fourth Amended Complaint defines "The Board of Directors" as PCL's governing body and identifies individual defendants who held Board roles during the relevant period. Under standard pleading practice, when an institutional body is named and its members are individually identified elsewhere in the complaint, courts reasonably infer that those individuals are the defendants implicated in claims brought against the body. See *Newman v. San Joaquin Delta Cmty. Coll. Dist.*, No. 2:12-cv-01830, 2013 WL 1832776, at *3 (E.D. Cal. May 1, 2013) ("[P]laintiff's identification of individual actors by their role in the institution suffices to meet notice pleading standards."). Defendants' claim that individual liability is unclear ignores the fact that each cause of action references either the "Board," "Officers," or "Agents" — and that the FAC names individuals (e.g., Peña, Gillens, Spiro, Viramontes) and describes their conduct in connection with those defined roles. The Court need not infer liability from silence — the FAC connects roles to conduct and conduct to claims. At most, any ambiguity in definition scope is a matter for Rule 12(e) clarification, not Rule 8 dismissal.

F. UNRUH CIVIL RIGHTS ACT

The question before the Court is whether the facts alleged, taken as true, plausibly support a claim of discriminatory treatment. They do. Plaintiff has alleged a coherent, supported theory of

unequal treatment that is neither conclusory nor speculative. At this stage, it is not the Defendant's narrative that controls, but the sufficiency of Plaintiff's allegations. Spiro's attempt to bypass that standard should be rejected.

1. THE FAC ALLEGES INTENTIONAL DISCRIMINATION UNDER THE UNRUH ACT

Defendants' assertion that Plaintiff has pled no facts to support intentional discrimination is contradicted by the FAC. Paragraphs 53–54 and 158 allege that PCL selectively responded to transcript grievances, granting a correction to a white student (Nancy Popp) while explicitly withholding relief from other students, including Plaintiff. Defendant Spiro's written statement that "the Board had not decided to correct the other student's transcripts" underscores this selective treatment. These are **non-conclusory allegations of disparate conduct tied to racial identity**, and courts have long held that such comparator-based allegations may support an inference of discriminatory intent. See *Koebke v. Bernardo Heights Country Club*, 36 Cal. 4th 824, 854 (2005).

That Ms. Popp also submitted a grievance does not undermine the discrimination claim. What matters under the Unruh Act is whether Plaintiff was **denied full and equal access to institutional remedies** because of a protected trait — here, race. Plaintiff alleges that Ms. Popp received a prompt correction, while he and other similarly situated students of color did not. Selective enforcement of grievance responses is a classic example of disparate treatment, and courts have found that **differential access to redress mechanisms** may itself constitute a denial of equal privileges under the Act.

2. THE FAC ALLEGES INTENTIONAL DISCRIMINATION WITH SUFFICIENT SPECIFICITY UNDER THE UNRUH ACT

Defendants recognize that discriminatory intent may be inferred from disparate impact where context supports such inference. See *Koebke v. Bernardo Heights*, 36 Cal.4th 824 (2005). Here, Plaintiff has alleged a coherent, supported theory of unequal treatment that is neither conclusory nor speculative. At this stage, it is not the Defendant's narrative that controls, but the sufficiency of Plaintiff's allegations. Defendant's attempt to bypass that standard should be rejected.

Here, because Plaintiff alleges that he was treated differently than similarly situated students on the basis of race his pleading meets the requirement.

Specifically, he identifies that **Nancy Popp**, a white student, received a transcript correction after internal review, while Plaintiff — a Black student — was denied similar relief despite raising the same issue (FAC ¶¶ 37, 45, 48, 54, 84, 151). This is more than a generalized grievance; it alleges **disparate treatment in response to similar procedural harm**, which supports an inference of discriminatory intent. Under *Koebke v. Bernardo Heights Country Club*, 36 Cal. 4th 824, 854 (2005), such comparator-based pleading is a valid method of establishing intentionality.

Plaintiff has pled more than conclusory allegations of unequal treatment. The FAC specifically references Defendant Spiro's admission to Nancy Popp that while her transcript would be corrected, "the Board had not decided to correct the other student's transcripts." (FAC ¶ 54)[1]. This statement reveals both awareness of the issue and a conscious institutional choice to apply relief selectively. Plaintiff alleges that Ms. Popp, a white student, received individualized relief after internal review, while Plaintiff — a Black student who raised identical concerns — was denied such relief and faced

[1] See FAC ¶ 54: *"In email correspondence from Spiro to Popp dated February 22, 2022, Spiro explained that her transcript would be corrected, and stated that the Board had not yet decided to correct the other students' transcripts. This statement is notable both for its timing and substance: Popp's correction was granted after she raised her concerns, while similarly situated students of color, including Plaintiff, were left in uncertainty or denied similar relief."* Importantly, Plaintiff asserts that his transcripts were never fully corrected, even after clear evidence has been presented that the State Bar informed, and the Defendants were aware, of the issues with unit awards. (See FAC Exhibit 9 and Docket 199, Exhibit C.)

institutional resistance. Courts have long held that such disparate treatment among similarly situated individuals may support an inference of intentional discrimination under the Unruh Act. See *Koebke v. Bernardo Heights Country Club*, 36 Cal. 4th 824, 854 (2005). Plaintiff is not required to identify every comparator's race at the pleading stage. Rather, the specific example pled, combined with the institutional response, raises a fact question not suitable for resolution under Rule 12(b)(6).

Plaintiff alleges he was denied accommodations, access, and academic records under circumstances where white comparators (e.g., Ms. Popp) received favorable and timely treatment.

Moreover, Defendants err in asserting that Plaintiff failed to identify individual involvement. At a minimum, the allegations are sufficient to survive a motion to dismiss.

3. THE FAC PROPERLY ATTRIBUTES LIABILITY TO PCL UNDER THE UNRUH ACT

Plaintiff's second cause of action is asserted against PCL, and the references to individual actors (e.g., Spiro, Peña, Gonzalez) merely identify the institutional roles through which the discriminatory conduct was implemented. The Unruh Act permits liability against an entity for the acts of its agents and officers, so long as they were acting in their official capacity. See *CIS Investments v. Adair*, 200 Cal. App. 3d 307, 315 (1988). There is no confusion in the FAC: the claim targets PCL's discriminatory conduct as carried out through its institutional governance structure.

G. NEGLIGENCE AND NEGLIGENT HIRING

Defendants simultaneously claim that the FAC is fatally ambiguous as to whether individual actors are sued in their personal or official capacities, and yet assert immunity under California Corporations Code § 5047.5(b), a statute that applies only to directors or officers acting **within the scope of their institutional authority and without compensation**. This contradiction undermines

their argument. They cannot invoke institutional immunity while disclaiming institutional capacity. Moreover, § 5047.5 immunity is an affirmative defense, inappropriate for resolution at the pleading stage where material facts — such as the existence of compensation, gross negligence, or willful misconduct — remain in dispute. Defendants' premature invocation of immunity only underscores the need for discovery.

Finally, at least some Defendants received benefits or compensation disqualifying them from § 5047.5 protection. This is a factual question not suitable for resolution at the pleadings stage.

IV. DEFENDANTS ASSERT NO MATERIAL DISPUTE OF FACT

Defendants' Motion does not contest the factual basis of the Fourth Amended Complaint. Nowhere in Docket 270 do Defendants deny that:

a. Plaintiff was issued inconsistent, altered, or inaccurate transcripts;

b. Defendants acted with knowledge of PCL's probationary status and misrepresented its authority to confer degrees;

c. Plaintiff and similarly situated students were subjected to a pattern of concealment, delay, and retaliation after attempting to remedy academic harm;

d. Plaintiff incurred financial and professional losses in reliance on misrepresentations made by Defendants in their institutional capacity.

If the Court finds even a single cause of action plausibly stated, dismissal is improper and the case must proceed to discovery and adjudication on the merits.

V. DISMISSAL WITH PREJUDICE IS NOT WARRANTED

Haight's claim that Plaintiff has had "six opportunities" is misleading. Prior dismissals focused on form, not substance. The Court's March 27 Order explicitly allowed amendment as to the remaining RICO and state claims. Plaintiff responded with clarity, structure, and supporting documentation.

Dismissal with prejudice is appropriate only where no set of facts could support relief. That is plainly not the case here. Plaintiff has:

a. Incorporated newly available PRA materials at each stage;

b. Aligned counts to named defendants;

c. Cured prior Rule 8 concerns;

d. Narrowed the complaint to claims explicitly allowed by the Court.

To dismiss with prejudice now would prematurely foreclose claims before discovery has been allowed on any of the underlying conduct.

VI. THE STATUTORY IMMUNITY ARGUMENTS MISAPPLY SECTION 5047.5

Defendants invoke California Corporations Code § 5047.5(b) to argue that they are categorically immune from negligence claims or remedies because they were ostensibly volunteer board members. Unfortunately for the Defendants, this argument should be deemed unavailing because the statute contains express exceptions for fraud, willful misconduct, and gross negligence, all of which are pled with supporting detail in the FAC. The conduct alleged in the FAC, including transcript tampering, suppression of records, retaliation and discriminatory obstruction of academic certification, would fall well outside the scope of protected governance activity.

Defendants' invocation of California Corporations Code § 5047.5(b) is also internally inconsistent. At various stages of this litigation, including in their prior filings and public statements, Defendants have attempted to distance themselves from formal governance roles at Peoples College of Law — denying that they held fiduciary or officer positions that would give rise to liability. Yet now they invoke director-level immunity under a statute that presupposes precisely that kind of organizational relationship. The Court should not allow Defendants to deny legal responsibility while simultaneously asserting the protections reserved for those with such authority. Either they were directors and owed duties — in which case the alleged inaction may constitute gross negligence or willful misconduct — or they were not, and § 5047.5(b) does not apply.

The November 2021 email correspondence, a true and accurate copy attached as Exhibit A, reflects internal acknowledgment by Defendant Spiro and members of the PCL Board that material governance failures existed. Rather than intervene, the participants discussed reputational risk and de-escalation — signaling deliberate inaction despite clear awareness of ongoing harm. Such conduct, if proven, exceeds the protections afforded under California Corporations Code § 5047.5(b). Courts have repeatedly held that **director immunity does not shield knowing inaction in the face of legal or fiduciary breaches**. Accordingly, Defendants' assertion of blanket immunity is premature, fact-bound, and misapplies the statute.

Importantly, Plaintiff served as a **Board Member and corporate officer** of Peoples College of Law during the relevant period and participated in governance activities subject to regulatory oversight. This perspective further undermines Defendant's assertions that they, or PCL, met sufficient statutory prerequisites for immunity, particularly those involving liability insurance and

adherence to nonprofit governance protocols. Here, Plaintiff has claimed retaliation based on his efforts to bring PCL into compliance.

These facts cast serious doubt on whether the Defendant's uniformly qualify for the statutory immunity conferred by California Corporations Code § 5047.5(b), which applies only to uncompensated volunteer directors acting within the scope of their board responsibilities and not engaged in grossly negligent or fraudulent conduct. At a minimum, these issues are **not resolvable on a motion to dismiss** and must be assessed based on evidence at a later stage.

It bears emphasizing that the record already reflects that Peoples College of Law's accreditation was formally revoked by the State Bar of California. By itself, the regulatory outcome underscores that Plaintiff's claims are grounded in demonstrable fact and cannot be dismissed as implausible or conclusory.

At a minimum, these issues are not resolvable on a motion to dismiss and must be addressed based on the evidentiary record given that characterizations of factual and legal status remain in dispute.

VII. PLAINTIFF'S AMENDMENT HISTORY SUPPORTS, RATHER THAN UNDERMINES, LEAVE TO PROCEED

Haight's argument for dismissal **with prejudice under Rule 41(b)** is both procedurally excessive and factually distorted. It seeks to impose the harshest remedy available in federal civil litigation — **claim preclusion through involuntary dismissal** — without satisfying the standards that justify such a sanction.

Defendant's misrepresent Plaintiff's amendment record. The Fourth Amended Complaint (FAC) was not filed in defiance of the Court's prior orders and was submitted after the Court explicitly allowed Plaintiff to proceed. In accordance with that guidance, Plaintiff removed all previously dismissed claims and streamlined the complaint to address only those theories preserved by the Court in its February 27, 2025 order [see Dkt. 248].

A. RULE 41(B) REQUIRES FAILURE TO PROSECUTE OR WILLFUL DISREGARD OF RULES OR COURT ORDERS

Defendants' request for dismissal with prejudice under Rule 41(b) grossly overstates both the procedural posture and Plaintiff's conduct. The Ninth Circuit has made clear that dismissal with prejudice is a sanction of **last resort**, appropriate only in cases of willful disobedience of court orders or sustained bad faith. See *Yourish v. California Amplifier*, 191 F.3d 983, 990 (9th Cir. 1999). Plaintiff's amendments, including the current Fourth Amended Complaint, have narrowed the claims to four well-defined causes of action, incorporated newly disclosed records, and directly addressed prior deficiencies. This does not constitute delay, bad faith, or contumacious conduct.

In contrast to *Nevijel v. North Coast Life Ins. Co.*, 651 F.2d 671 (9th Cir. 1981), where dismissal with prejudice was upheld due to repeated rule violations, conclusory pleadings, and improper additions of defendants without leave, Plaintiff here has abided by the procedural rules, narrowed the case, and submitted evidence-based pleadings. The Court has not imposed any intermediate sanctions or found willful noncompliance. Dismissal with prejudice would not only be unsupported by the record — it would be manifestly unjust. If any further clarification is required, Plaintiff is prepared to amend or supplement specific allegations to satisfy the Court's standards.

B. DISMISSAL WITH PREJUDICE IS UNWARRANTED UNDER RULE 41(B) AND NINTH CIRCUIT PRECEDENT

Defendants' assertion that multiple amendments justify dismissal with prejudice misrepresents both the procedural history and the expectations of federal practice. Amendment is not only common — it is expressly anticipated in complex litigation involving institutional actors, evolving factual records, and multifaceted claims like those under RICO or civil rights statutes. See *Foman v. Davis*, 371 U.S. 178, 182 (1962) (courts should freely grant leave to amend when justice so requires, particularly where claims evolve through discovery or factual clarification).

Plaintiff has not engaged in frivolous or abusive amendment. Each complaint version shows increased legal clarity, factual specificity, and conformity with procedural standards. Courts consistently hold that amendment is proper where new facts emerge or institutional concealment has delayed discovery. See *Foman v. Davis*, 371 U.S. 178, 182 (1962); *Lopez v. Smith*, 203 F.3d 1122, 1130–31 (9th Cir. 2000) (en banc).

Thus, the record supports moving forward on the merits, not dismissal based on an artificially framed amendment history.

XIII. CONCLUSION

Respectfully, the Court should not permit procedural maneuvering to eclipse the factual allegations presented in the operative complaint. Defendants do not meaningfully dispute the conduct at issue; instead, they seek to evade it through selective framing and strategic omission. Their motion does not clarify the claims — it seeks to obscure the record. Nor do they contest that Plaintiff has suffered harm; rather, they aim to prevent that harm from being adjudicated on the merits. Rule 12(b)(6) is designed to test the sufficiency of allegations, not to shield defendants from accountability

through procedural deflection. Dismissal under these circumstances would not serve the interests of justice or judicial efficiency. To the extent Defendants rely on extrinsic evidence or seek resolution of factual disputes, their arguments exceed the scope of Rule 12(b)(6) and should be evaluated, if at all, under Rule 56, only after notice and discovery, as contemplated by Rule 12(d) and subject to the evidentiary standards set forth in Rule 56(e).

Dated: April 18, 2025

Respectfully submitted,

Todd R. G. Hill
Plaintiff, Pro Se

STATEMENT OF COMPLIANCE WITH LOCAL RULE 11-6.1

The undersigned party certifies that this brief contains 7,000 words, which complies with the 7,000-word limit of L.R. 11-6.1.

Respectfully submitted,

April 18, 2025

Todd R.G. Hill

Plaintiff, in Propria Persona

PLAINTIFF'S PROOF OF SERVICE

This section confirms that all necessary documents will be properly served pursuant to L.R. 5-3.2.1 Service. This document will be/has been electronically filed. The electronic filing of a document causes a "Notice of Electronic Filing" ("NEF") to be automatically generated by the CM/ECF System and sent by e-mail to: (1) all attorneys who have appeared in the case in this Court and (2) all pro se parties who have been granted leave to file documents electronically in the case pursuant to L.R. 5-4.1.1 or who have appeared in the case and are registered to receive service through the CM/ECF System pursuant to L.R. 5-3.2.2. Unless service is governed by Fed. R. Civ. P. 4 or L.R. 79-5.3, service with this electronic NEF will constitute service pursuant to the Federal Rules of Civil Procedure, and the NEF itself will constitute proof of service for individuals so served.

Respectfully submitted,

April 18, 2025

Todd R.G. Hill

Plaintiff, in Propria Persona

DECLARATION OF TODD HILL IN SUPPORT OF OPPOSITION TO DEFENDANTS' MOTION TO DISMISS

I, Todd Hill, declare as follows:

1. I am the Plaintiff in the above-captioned matter. I submit this declaration in support of my opposition to Defendants' Motion to Dismiss the Fourth Amended Complaint ("FAC"). I have personal knowledge of the matters set forth herein and, if called to testify, could and would do so competently under oath.

2. I am the author of the Fourth Amended Complaint filed on April 1, 2025. That filing was made in good faith, in direct response to evolving factual records, and to address issues previously raised in both prior motions and by the Court. The FAC contains only four causes of action, is supported by documentary evidence, and reflects a narrowing of claims — not expansion.

3. Defendants' characterization of the Local Rule 7-3 process is inaccurate. On April 7, 2025, I received a brief email from counsel at Haight Brown & Bonesteel LLP requesting a telephonic meet and confer. The email did not specify which legal grounds or claims Defendants intended to challenge, nor did it provide the relief sought or any opportunity to evaluate proposed stipulations. In response, I requested clarification — consistent with Local Rule 7-3's purpose of narrowing issues and potentially avoiding motion practice. I requested that Defendants identify the specific legal grounds, factual basis, and relief they intended to seek.

4. Defendants refused to provide any additional information. This was materially different from prior interactions. In September 2024, for example, Defendants responded to a similar request

with at least a partial outline. While we disagreed about its sufficiency, it demonstrated their acknowledgment that some level of pre-call specificity was appropriate. The April 2025 request was met with categorical refusal, no outline, and no follow-up — despite my clear willingness to engage substantively if the basic purpose of L.R. 7-3 was honored.

5. I deny that I "refused" to meet and confer. I asked for clarity in writing so that the call would be productive, especially given the volume of issues and the pattern of evasive communication in prior interactions. The email chain included in Docket 264 reflects that my position was procedural and principled, not obstructive.

6. With respect to the Third and Fourth Causes of Action, I further state that I do not have access to reliable records indicating whether all of the named individual defendants served without compensation as directors or officers of Peoples College of Law ("PCL"). I have not seen any sworn declarations or admissible documentation to support such a claim. Therefore, to the extent Defendants assert immunity under California Corporations Code § 5047.5(b), I respectfully contend that the issue cannot be resolved without discovery.

7. I also affirm that the February 22, 2022, email from Defendant Spiro to student Nancy Popp — referenced in ¶ 54 of the FAC — is authentic. In that message, Spiro stated that the Board had "not yet decided to correct the other students' transcripts," while affirming that Ms. Popp's transcript would be corrected. This communication is central to the Unruh Civil Rights Act claim and supports the allegation of selective institutional relief.

8. The FAC further alleges that PCL, through its governance structure, was used by individual actors to facilitate and conceal fraudulent conduct. Whether PCL served as the RICO "enterprise" or the "person" under 18 U.S.C. § 1962(c) is, at a minimum, a factual question. If

necessary, I am prepared to amend the FAC to clarify that distinction in a manner consistent with judicial guidance and case law.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on April 18, 2025, in Belton, Texas.

Todd Hill
Plaintiff, In Pro Per

EXHIBIT A

Gmail Todd Hill <toddryangregoryhill@gmail.com>

pleading document today?

7 messages

Ira Spiro <ira@spirolawcorp.com> Mon, Oct 25, 2021 at 10:14 AM
To: "Todd Hill (toddryangregoryhill@gmail.com)" <toddryangregoryhill@gmail.com>

Todd, are you still going to email your pleading document today? If so, please include as a recipient.

If not, please let me know.

Ira

Todd Hill <toddryangregoryhill@gmail.com> Mon, Oct 25, 2021 at 12:48 PM
To: Ira Spiro <ira@spirolawcorp.com>
Cc: hector pena <hectorpena@ucla.edu>, "Christina Gonzalez (christina.marin.gonzalez@gmail.com)" <christina.marin.gonzalez@gmail.com>, "Joshua Gillins Oosh_g19@yahoo.com)" <josh_g19@yahoo.com>

Ira,

I have earlier informed you of my intentions, and to date I have met my commitments in this regard faithfully.

As I have earlier indicated, the number of documents and complexity of the issues "in controversy" are such that I must endeavor to meet the earlier of the two (2) deadlines given to avoid the potential for additional controversy related to what ostensibly is an example of further error made by the Committee during this process. Consequently, although ideally I would present all documents to all parties at the same time, given the deadline I believe you communicated with me related to the insurance, this is likely not a request that I can fulfill.

REQUEST FOR INSPECTION OF DOCUMENTS (3RD REQUEST FOR ITEM 2: VIDEO TAKEN AT THE BOARD MEETING).

1. D&O policies for 2020 and 2021.

I reiterate that I do not believe that the D&O insurance is something presumed to fall under the exclusive control of the executive committee.
I invoke my statutory rights of inspection, pursuant to my duty of responsible inquiry related to the above.

2. Access to the recording that I believe, but acknowledge remains an outstanding question for resolution, shows that at least one participant's consent was not sought.

I will endeavor, as I have done throughout this process, to provide as are reasonably appropriate, necessary, or foreseeable

I believe Hector recommended obtaining counsel; I have also suggested this approach as well in a variety of contexts. We are bound in our duty to mitigate damage to the mission, my student friends and comrades that I have attempted to serve, and an historic institution supported by a wonderful volunteer faculty. Most importantly as a matter of responsibility; I do not believe that the 1L's as a cohort are far enough along in their studies to fully grasp the issues and I am concerned that they may be able to claim that they were not fully informed of the circumstances in a few short months if the school's prior attrition rates remain reliable predictors of student retention and 2L entrance in 2022. As I have attempted over the last few months to become better informed of the legal and regulatory landscape, I believe there were quite a few things I should have been told in advance, given the specific nature of our institution.

I cannot say that I am fully aware.We should avail ourselves of outside counsel; more importantly, I believe it to be prudent.

I look forward to your response.

Todd

[Quoted text hidden]

Ira Spiro <ira@spirolawcorp.com> Mon, Oct 25, 2021 at 1:04 PM
To: Todd Hill <toddryangregoryhill@gmail.com>

Todd, as you have know since mid-August, I am no longer the dean and I have no official position with PCL. I am helping with the application for renewal of the D&O insurance, but that does not give me any position with PCL or any right to send you its documents. I'm sure you realize I don't have the recording you asking about - I wasn't even at the meeting.

Also, let me add that on the phone about an hour ago you refused to send me or anyone else today a copy of whatever it is that you told me told me you are going to send to the State Bar today. **That could be harmful to PCL's applying for renewal of the D&O insurance. You are an insured person under the policy, so refusing to send me the document is against your own interests as well as the interests of PCL and all its board members, officers and volunteers, and its employee.**

Ira

Ira Spiro, Attorney at Law

310-235-2350 ***NO TEXTS - phone is a land line***

Please Correspond by Email Only

I do not see U.S. Mail, Fed Ex, UPS, etc. promptly

Los Angeles, Cal.

ira@spirolawcorp.com

website: spirolawcorp.com

pronouns: he

[Quoted text hidden]

Todd Hill <toddryangregoryhill@gmail.com> Mon, Oct 25, 2021 at 1:44 PM
To: Ira Spiro <ira@spirolawcorp.com>

Ira,

I understand that you no longer have a relationship with PCL.

As you are aware, I was completely surprised to discover that you had been solicited for that activity.

No one has informed me, other than yourself, that you are authorized to work on the D&O insurance.

I do not recall it as a topic of Board discussion nor can I recall seeing any minutes discussing the topic. The same can be said for voting on the topic.

I included what I currently believe is operating as the Executive Committee because it is not my intent to delay.

Unfortunately, as you mentioned earlier, you have no official relationship to the organization, and I have yet to be told (though I o not doubt what you say you understand the formalities requirements.

That said, I am not sure what the plan is but at the moment you have no authority to request any documents from me, nor I you per se; That is why I included the Executive Committee so that they might diligently resolve our impasse. That said, there is a question from my perspective as to whether or not that document should even be in your hands?

I stand ready, willing, and able to perform my duties in accord with my statutory duties and obligations as well as the AOI and Bylaws.

For the sake of comity, I must clarify generally even the Director's invocation of inspection right sets five (5) days as a reasonable period for document delivery.

I have made a suggestion that we retain counsel. As I have said earlier, my interest is in restoring the school to compliance, although I do not think that I was adequately informed, as I think the facts will simply bear out.

On a personal note Ira, please understand that I truly feel that the burdens and pressures being placed upon me, given the nature of the circumstances are egregiously unfair.

I have heard from parties that during your discussions with them on a variety of matters, the subject of Hector's version of my comportment arose; is that true?

Have you seen the video? Even if you have, I request that you refrain from such activity; my complaints are not emotional grievances but conduct that I reasonably believe violates certain requirements of professional responsibility. I do not claim any expertise, nor any part, in the investigation or adjudication of the issues identified. Any implication that I may be sued due to these statutorily and COC protected activities conducted in faithful conformance to my duties runs the risk of being perceived as improper.

I am just the messenger in this process.....all of the actual decisions seem out of my hands.....hence the invocation of the Duty to Report, which is a different standard for me as a student board member than for an attorney.

This is an incredible mess, but it is not a mess of MY creation.

Todd

consent of the sender. If you received this message by mistake, please reply to this message and follow with its deletion, so that we can ensure such a mistake does not occur in the future.

I believe your security is a high priority. Therefore, I have made reasonable effort in ensuring that the message is error and virus-free. Unfortunately, full security of the email cannot be ensured as, despite my efforts, the data included in emails could be infected, intercepted, or corrupted. Therefore, the recipient should check the email for threats with proper software, as the sender does not accept liability for any damage inflicted by viewing or manipulation of the content of this email.

Please do not print this email unless it is necessary. Every unprinted email helps the environment.

Aviso de confidencialidad

El contenido de este correo electr6nico es confidencial y esta destinado (micamente al destinatario especificado en el mensaje. Esta estrictamente prohibido compartir cualquier parte de este mensaje con terceros, sin el consentimiento por escrito de/ remitente. Si recibi6 este mensaje por error, responda a este mensaje y continue con su eliminaci6n, para que podamos asegurarnos de que ese error no ocurra en el futuro.

Creo que su seguridad es una alto prioridad. Por lo tanto, he hecho un esfuerzo razonable para asegurarme de que el mensaje no contenga errores ni virus. Desafortunadamente, no se puede garantizar la seguridad total del correo electr6nico ya que, a pesar de mis esfuerzos, Los datos incluidos en los correos electr6nicos podrian estar infectados, interceptados o danados. Por lo tanto, el destinatario debe verificar el correo electr6nico en busca de amenazas con el software adecuado, ya que el remitente no acepta responsabilidad por cualquier daflo infligido al ver o manipular el contenido de este correo electr6nico.

No imprima este correo electr6nico a menos que sea necesario. Cada correo electr6nico no impreso ayuda al medio ambiente.

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q @t!QI .!:2.0I l-t1012.JJ. ztgtLIq. rr2.A-J OJIA!;;::IOJI .2.4p S:LJJ. 1::1012.iA7 fil;;i::1 <2Jo71 lliH gt
2.1<2.1 =c. 7l LIq. E fil.7il£ LH=c.OIl£ ,io.JJ. 0IOJIOII ◆◆@ CiI0IEP . 7£. AH71
"? S1°—£ £. 01OJIQI .!:2. .!:2. W "? fil LI q_ [[2.A-j "?'t.!A 01 01OJIQI LH _!:27ij ±
orOj n15HOJIdHliH 'B ;;i::1;i::1 SJ-o o £. :1: E¥.IIOJ£ I 01 S1 ;;i::101QJI <2J5HogtLJ q_

필요한 경우가 아니면이 이메일을 인쇄하지 마십시오. 인쇄되지 않은 모든 이메일은 환경에 도움이됩니다.

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Todd Hill <toddryangregoryhill@gmail.com> Mon, Oct 25, 2021 at 3:45 PM
To: Ira Spiro <ira@spirolawcorp.com>
Cc: "Joshua Gillins Gosh_g19@yahoo.com)" <josh_g19@yahoo.com>

Question: Did we have an employment or a contractual relationship with the last recruiter?

Todd

Creo que su seguridad es una alta prioridad. Por lo tanto, he hecho un esfuerzo razonable para asegurarme de que el mensaje no contenga errores ni virus. Desafortunadamente, no se puede garantizar la seguridad total del correo electr6nico ya que, a pesar de mis esfuerzos, Los datos incluidos en Los correos electr6nicos podrian estar infectados, interceptados o danados. Por lo tanto, el destinatario debe verificar el correo electr6nico en busca de amenazas con el software adecuado, ya que el remitente no acepta responsabilidad por cualquier dano infligido al ver o manipular el contenido de este correo electr6nico.

No imprima este correo electr6nico a menos que sea necesario. Cada correo electr6nico no impreso ayuda al media ambiente.

기밀성 고지

*01 01OII 2.I LH§ 71 01Uj OJIAJ::1 OII 1:1 .§ =?t! l:'21 CH £ gl-LI q_ 5!. 'd! A 2.I Ai '2! %2.I fil 0101 OJIAl 1:1 21 -¥ Xi 31: 2 -R-o <?JoI -a-1:l Llq. 01 OJIAll:I * £ =?t! !?OJI 01 OJIAll:IOJI 21-t!o 01 Xil o Al'2! 012.i * 7 {='101:1 84'£ ;:tlo Llq.*

*q t!2.I .li!<2!-OI l!?-t!o12. .:;i {:'JZJ-gJ-Llq. rr 2. Ai OJIAll:IOJI . 2 . {P £l.:;i 1:1012i 7 fil 1:1 '2.!o 711li:iH gt 21 '2! .li: 71 LI q_ <2!-E=@7il£ LH .!:.:. OJI£ .,:i.o .:il 01OIIOII . £ @ CilOI E P . 7 £ t:''71 * £l! ! £ 01OII 2.I 5t!- 5!. <21- 5!. * fil LI q_ [[2. Ai =?t!l: 01 01OII 2.I LH§ 5!.7i q o Oj {:'l llli:iHOJI d-HH 1:11:1 84' £ £ IO I £ 11 01 £l 1:1 01OJI '2.!oHo gJ-LI q_*

필요한 경우가 아니면이 이메일을 인쇄하지 마십시오. 인쇄되지 않은 모든 이메일은 환경에 도움이됩니다.

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Todd Hill <toddryangregoryhill@gmail.com> Mon, Oct 25, 2021 at 4:04 PM
To: "Joshua Gillins uosh_g19@yahoo.com)" <josh_g19@yahoo.com>

fyi

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josh gillins <josh_g19@yahoo.com> Mon, Oct 25, 2021 at 6:15 PM
Reply-To: josh gillins <josh_g19@yahoo.com>
To: toddryangregoryhill@gmail.com, Ira Spiro <ira@spirolawcorp.com>
Cc: hector pena <hectorpena@ucla.edu>, "Christina Gonzalez (christina.marin.gonzalez@gmail.com)" <christina.marin.gonzalez@gmail.com>

I would like to clarify, I am not a member of the executive committee, or any other committee. If the election results are being questioned, or contended, I am not clear that I am even a member of the board until the election committee submits it's formal determination and report in writing.
I do not have possession or control of any recording of any PCL meeting. I do not have possession or control of any other documents in controversy.

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